

**Effective 7/1/2014**

**57-8-7 Common areas and facilities.**

(1) As used in this section:

- (a) "Emergency repairs" means any repairs that, if not made in a timely manner, will likely result in immediate and substantial damage to the common areas and facilities or to another unit or units.
- (b) "Reasonable notice" means:
  - (i) written notice that is hand delivered to the unit at least 24 hours prior to the proposed entry; or
  - (ii) in the case of emergency repairs, notice that is reasonable under the circumstances.

- (2) Each unit owner shall be entitled to an undivided interest in the common areas and facilities in the percentages or fractions expressed in the declaration. The declaration may allocate to each unit an undivided interest in the common areas and facilities proportionate to either the size or par value of the unit. Otherwise, the declaration shall allocate to each unit an equal undivided interest in the common areas and facilities, subject to the following exception: each convertible space depicted on the condominium plat shall be allocated an undivided interest in the common areas and facilities proportionate to the size of the space vis-a-vis the aggregate size of all units so depicted, while the remaining undivided interest in the common areas and facilities shall be allocated equally among the other units so depicted. The undivided interest in the common areas and facilities allocated in accordance with this Subsection (2) shall add up to one if stated as fractions or to 100% if stated as percentages. If an equal undivided interest in the common areas and facilities is allocated to each unit, the declaration may simply state that fact and need not express the fraction or percentage so allocated. Otherwise, the undivided interest allocated to each unit shall be reflected by a table in the declaration, or by an exhibit or schedule accompanying the declaration and recorded simultaneously with it, containing columns. The first column shall identify the units, listing them serially or grouping them together in the case of units to which identical undivided interests are allocated. Corresponding figures in the second and third columns shall set forth the respective sizes or par values of those units and the fraction or percentage of undivided interest in the common areas and facilities allocated thereto.
- (3) Except as otherwise expressly provided by this act, the undivided interest of each unit owner in the common areas and facilities as expressed in the declaration shall have a permanent character and shall not be altered without the consent of two-thirds of the unit owners expressed in an amended declaration duly recorded. The undivided interest in the common areas and facilities shall not be separated from the unit to which it appertains and shall be considered to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. A time period unit may not be further divided into shorter time periods by a conveyance or disclaimer.
- (4) The common areas and facilities shall remain undivided and no unit owner or any other person shall bring any action for partition or division of any part thereof, unless the property has been removed from the provisions of this act as provided in Sections 57-8-22 and 57-8-31. Any covenants to the contrary shall be null and void.
- (5) Each unit owner may use the common areas and facilities in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other unit owners.

- (6) The necessary work of maintenance, repair, and replacement of the common areas and facilities and the making of any additions or improvements thereon shall be carried out only as provided in this chapter or in the declaration or bylaws.
- (7) Except as otherwise provided in the declaration or Section 57-8-43:
  - (a) an association of unit owners is responsible for the maintenance, repair, and replacement of common areas and facilities; and
  - (b) a unit owner is responsible for the maintenance, repair, and replacement of the unit owner's unit.
- (8) After reasonable notice to the occupant of the unit being entered, the manager or management committee may access a unit:
  - (a) from time to time during reasonable hours, as may be necessary for the maintenance, repair, or replacement of any of the common areas and facilities; or
  - (b) for making emergency repairs.
- (9)
  - (a) An association of unit owners is liable to repair damage it causes to the common areas and facilities or to a unit the association of unit owners uses to access the common areas and facilities.
  - (b) An association of unit owners shall repair damage described in Subsection (9)(a) within a time that is reasonable under the circumstances.

Amended by Chapter 152, 2013 General Session